BANC OF CALIFORNIA

Secure File Transfer Protocol (SFTP) Service Description

1. **SFTP Service.** Banc of California ("Banc") hereby offers its Customer and Customer hereby accepts the secure file transfer protocol ("SFTP") service described in this Service Description (the "SFTP Service").

2. **Treasury Management Services Disclosure; Separate Service Descriptions.** This Service Description forms part of the Master Treasury Management Services Agreement ("Disclosure") executed by Customer. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Customer is enrolled in the Business Online Service, the Positive Pay & ACH Filtering/Blocking Service, or the ACH Service, Customer's use of the service will also be subject to the terms and conditions of the separate Business Online Service Description, the Positive Pay & ACH Filtering/Blocking Service Description, and the Automated Clearing House (ACH) Service Description, respectively. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description. An "account" shall mean any deposit or loan account Customer maintains with Banc and can include all accounts and products Customer uses with Banc. Customer's "Account" shall mean the account(s) accessible through the Services.

3. **Agents.** Customer will be solely responsible and liable for all actions and inactions of Customer's agents (each an "Agent"). Customer expressly assumes the risks associated with providing Service access rights to Customer's Agent, including but not limited to the risk of unauthorized or erroneous transactions. Banc will not be responsible, nor have any liability whatsoever for any services Customer receives from Agent. Banc reserves the right to require Customer to agree to additional terms and conditions as a condition precedent to Customer's use of any agent or third-party vendor in connection with Customer's access to the Services. Customer expressly acknowledges that Banc will not control or oversee Agent's activities or function capabilities. Customer agrees to assume all risks associated with providing Agent access to Customer's financial information. Customer has implemented and agrees to maintain its own system of monitoring Agent's activity. Customer agrees that all acts and deeds of Agent under this SFTP Service Description are and shall be deemed to be the acts and deeds of Customer. Customer agrees to immediately notify Banc in the event the authority granted under this SFTP Service Description is revoked or modified.

4. **File Transmission.** Customer may use SFTP to transmit and receive Banc approved content to and from Banc (collectively, "SFTP Data"), provided the SFTP used by Customer is acceptable to the Banc and approved by Banc. The list of currently approved content is included in Schedule 1.

   A. Subject Banc's prior approval, system limitations and the terms of this SFTP Service Description, Customer may use the SFTP Service to do the following (check all that apply):

   SFTP Push: Customer shall deliver Banc approved content to Banc ("SFTP Push Data") in a manner and in a form that is acceptable to Banc and that is capable of being processed by Banc, pursuant to the Master Agreement and applicable Service Descriptions.

   SFTP Pull: Customer may use SFTP to receive Banc approved content ("SFTP Pull Data"). SFTP Pull Data will be deemed received by Customer when Banc makes the SFTP Pull Data available to Customer for access via SFTP.

   Customer may begin to use SFTP to deliver SFTP Push Data to Banc and to access SFTP Pull Data from Banc, after executing this SFTP Service Description and Schedule 1, upon receiving notice of Banc's approval. Customer may be required to implement functions and procedures described in Schedule 1 to this SFTP Service Description, as amended by Banc from time to time.

   B. SFTP Push Data provided by Customer to Banc in the name of or otherwise logically associated with Customer, shall be deemed a communication from Customer that may be used by Banc to provide Services to Customer under and pursuant to the Master Agreement and applicable Service Descriptions. In the event that file errors are encountered and the data cannot be processed by Banc, designated contact(s) within Customer will be notified via email and/or phone for resolution of the issue. Banc may, but shall not be obligated to, confirm receipt or content of SFTP Push Data with Customer in advance of processing the SFTP Push Data. It is Customer's duty to confirm Banc's receipt and processing of the content of SFTP Push Data by Banc.

C. SFTP encrypts the connection between Customer's computer and Banc's SFTP server. Encryption of data/files by Customer before being transferred via SFTP is mandated by Banc. Customer acknowledges that not encrypting data/files at rest and before being transferred to SFTP means the data/files are more vulnerable to unauthorized access. Customer expressly agrees that all data/files transferred to SFTP by Customer or on Customer's behalf will be encrypted before transmission. In any event, Customer agrees to bear all risk with respect to its use of SFTP, including but not limited to Customer's use of SFTP without having the data/files encrypted before being transferred (as applicable) and will indemnify and hold harmless Banc from and against any liability or damages Banc may incur as a result of the same. Customer's indemnification obligations will survive termination of this Service Description and the Disclosure.

D. As between the parties, Customer shall bear all Customer's costs associated with establishing Customer's connection to access Banc's SFTP server, including software and telecommunications costs, and bear risk of transmission errors, duplicate transmissions, and unauthorized access to data resulting from transmission via SFTP.

5. **Customer's Security Controls.** Customer acknowledges and agrees that:

A. Customer, or its Agent as applicable, will establish and implement commercially reasonable security controls with regard to each computer or device Customer or Agent uses to access Banc's SFTP service ("Customer SFTP Software"), for example, requiring a username and password to log into the computer or device, restricting physical access to the computer or device to those authorized by Customer to use Customer SFTP Software, and any other security controls that are commercially reasonable in light of the size, type and frequency of Customer's transmission or access to SFTP Data and other communications;

B. Customer, or its Agent as applicable, will take commercially reasonable steps to ensure its computer network, including any cloud-based network, will remain secure from unauthorized access and maintain sufficient anti-virus (including anti-phishing and anti-spam) software on all computers and devices used to access such networks and Customer SFTP Software; and

C. Customer SFTP Software may or may not require credentials (for example, username and password or passcode) to be established and used to access Customer SFTP Software, but if such credentials are required Customer agrees that only individuals authorized by Customer to use Customer SFTP Software will have access to the credentials and Customer will protect the credentials and immediately change the credentials and notify Banc if Customer believes the credentials are, or may have been, lost or stolen or otherwise compromised.

6. **Security Procedures; Authentication of Communications.** Customer acknowledges and agrees that:

A. To the extent Customer uses the SFTP Service to send communications to Banc, the term "Security Procedures," including "SFTP Security Procedures" shall refer to the Security Procedures modified to exclude the authentication tools available to communications that are sent to Banc using the Banc's online platform. The SFTP Security Procedures may not be as secure as the Security Procedures otherwise made available pursuant to the Master Agreement and applicable Service Descriptions ("Online Banking Security Procedures"), and some fraud protection programs offered by Banc for transactions conducted via the Service are not available to Customer as a result of Customer's use of SFTP;

B. Customer chooses to use SFTP instead of the Online Banking Security Procedures to transmit communications understanding that authenticating the transmission of such data by the SFTP Security Procedures instead of the Online Banking Security Procedures may increase the risk of unauthorized transactions, and Customer accepts such increased risks;

C. Customer: (i) has determined that the SFTP Security Procedures will provide a commercially reasonable method for verifying whether a communication is that of Customer and that as part of the review, Customer has considered the size, type, and frequency of the communications Customer normally makes or anticipates making, along with such other factors as Customer may deem relevant or appropriate; and (ii) Customer shall immediately notify Banc if Customer believes Customer SFTP Software has been accessed or used by an unauthorized party;

D. Customer agrees that if the size, type or frequency of communications made by Customer or on Customer's behalf change such that the SFTP Security Procedures no longer provide a commercially reasonable method of providing security against unauthorized communications, Customer shall immediately notify Banc; and

E. Customer agrees that if Banc acts on a communication in compliance with the SFTP Security Procedures, then Customer will be obligated on the communication, and it will be treated as Customer's communication, whether or not authorized by Customer. Further, regardless of whether or not Banc complied with the SFTP Security Procedures, any communication received by Banc will be treated as Customer's and will bind Customer if the communication is delivered to Banc directly or indirectly by any authorized representative of Customer, or if Customer would otherwise be legally bound by the communication, regardless of whether the communication was erroneous in any respect or that any loss would have been prevented if Banc had complied with the SFTP Security Procedures.

7. **Limited Liability; Indemnity.**

A. Customer agrees that Banc is not responsible for: (i) any degradation to the quality or performance of the Services described in the Master Agreement and applicable Service Descriptions as a result of Customer choosing to use SFTP to transmit SFTP Push Data and access SFTP Pull Data; and (ii) for any corruption or degradation of SFTP Data, or the theft or interception by a third party of SFTP Data or any other information, transmitted between Customer and Banc. Banc is also not responsible for Banc, Customer or Agent's action or inaction including but not limited to: (A) any error introduced or caused by Banc, Customer or Agent; (B) Banc, Customer, or Agent's performance; and (C) the security of SFTP Data resident on Banc's or Customer or Agent's server or other data base (including backup). The foregoing shall be true notwithstanding that Banc has provided Schedule 1 to Customer or reviewed or requested changes to SFTP program or any associated documents, policies or procedures used by Customer, Agent or Banc. As between the parties, Banc's sole obligation is to perform consistent with Banc's obligations under the Master Agreement and applicable Service Descriptions. Banc makes no representation or warranty regarding SFTP or SFTP Data. Without limiting the foregoing, Customer shall establish, implement and maintain procedures by which Customer may in a timely manner verify and confirm that: (i) each SFTP Push Data provided to Banc is received by the Banc and correctly processed by Banc without error; and (ii) each SFTP Pull Data access by Customer from Banc accurately represents the anticipated data, is complete and accurate.

B. Limitations on Liability and Indemnification provisions of the Master Agreement and applicable Service Descriptions shall apply to Customer and Customer's use of SFTP. Without limiting the foregoing, Customer agrees that Customer is solely liable for any damages or losses that result from corruption or degradation of SFTP Data, or the theft or interception by a third party, including Agent, of SFTP Data or any other information, transmitted between Customer and Banc using SFTP. Customer's indemnification obligations will survive termination of this Service Description and the Disclosure.

8. **Delay/Refusal.** Banc may delay or refuse to process SFTP Push Data for any reason or no reason. Without limiting the foregoing, Banc may, but shall not be obligated to, delay processing SFTP Push Data based on a good faith suspicion that there may be error in the data, that the SFTP Push Data may be unauthorized, or that processing the SFTP Push Data may cause or increase the risk of loss or harm to Banc or to Customer. Notwithstanding the foregoing, Customer acknowledges that Banc has no obligation to review SFTP Push Data for error or risk of loss or harm, and that SFTP Push Data shall be deemed and may be treated as an authorized Customer communication pursuant to the Master Agreement and applicable Service Descriptions.

9. **Process Time Requirements.** SFTP Push Data must be received by the correct Banc prior to the applicable cutoff times on a business day in order to be processed that day. SFTP Push Data received after the cutoff times on a business day or received **on a day that is not a business day may in Banc's discretion be treated as received the same day or the following business day.**

Customer's execution of the Acceptance constitutes Customer's acknowledgement and acceptance of the terms and conditions of the Disclosure, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, each as amended by Banc from time to time.